

## AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into this \_\_\_\_\_, 2008 by and between \_\_\_\_\_ ("INSPECTOR"), organized and existing under the laws of the State of Indiana, and the **INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Indiana ("IHCD").

### WITNESSETH:

**WHEREAS**, IHCD has been designated to receive, administer and disburse funds under the HOME Investment Partnerships Program ("HOME") created under the National Affordable Housing Act of 1990, as amended from time to time;

**WHEREAS**, IHCD has allocated HOME funds to single family units ("HOME Assisted Units"), through its Down Payment Assistance Program, located throughout the State of Indiana;

**WHEREAS**, IHCD is required under 24 C.F.R. 92.25 1 to ensure compliance with the property standards requirements through inspections performed by it, its state recipient or subrecipient, or a third party; and IHCD desires to ensure that the HOME Assisted Units meet all applicable State and local housing quality standards and code requirements;

**WHEREAS**, INSPECTOR is a licensed FHA Appraiser, FHA Inspector or Home Inspector licensed by the State of Indiana with license number # \_\_\_\_\_ and has experience and expertise in providing inspection services, and/or local housing quality standards; and

**WHEREAS**, IHCD desires to engage the services of INSPECTOR and INSPECTOR desires to render and perform such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Agreement and made a part hereof as though set forth herein verbatim.

**2. Payment.** INSPECTOR shall be responsible for any and all expenses incurred in rendering its services under this Agreement and shall be reimbursed for services performed through IHCD participating Lenders.

**3. INSPECTOR Obligations.** INSPECTOR shall be responsible for inspecting for the purpose of ensuring the HOME Assisted Units comply with all appropriate standards, which responsibilities shall include, but not be limited to, the following:

- (a) Coordinate and set-up inspections through IHCD participating Lenders;
- (b) Inspect the grounds, exterior of units, and interior of the HOME Assisted Units to ensure all applicable State and local housing quality standards and code requirements are met;
- (c) Provide participating Lender with a timely report that includes (1) general property description, (2) photos of developments and (3) a description of all areas that do not meet the Indiana State Building code and/or local housing quality standards;
- (d) Conduct inspections in a timely fashion as to complete all inspections within 10 days of assignment by Participating Lenders.

**4. Relationship of Parties.** INSPECTOR, in the performance of this Agreement, will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of IHCD. INSPECTOR will be responsible for all supervision of, and acts and omissions by, its employees and for complying with applicable laws with respect to such employees including, without limitation, wage and hour laws, workers' compensation laws, occupational safety and health laws, and pension, social security and federal income tax payments, contributions and withholdings. Neither INSPECTOR nor any of its employees are to be considered employees of IHCD for any purpose nor will they be entitled to any of the benefits provided to employees of IHCD.

**5. Time Devoted to Work.** INSPECTOR shall devote such time and such personnel as INSPECTOR shall in its best business judgment determine is necessary to fulfill its obligations under this Agreement.

**6. Term.** Unless sooner terminated as provided herein, the initial term of this Agreement shall commence as of the date hereof and terminate on **March 31, 2010**. However, IHCD may terminate this Agreement at any time upon written notice delivered to INSPECTOR at which time IHCD's obligations hereunder shall terminate.

**7. Ownership of Data.** All information and data provided to or gathered by INSPECTOR in the performance of its services pursuant to this Agreement shall remain the sole and exclusive property of IHCD.

**8. Maintenance of Records.** INSPECTOR shall retain any and all documents and records relating to the performance of its services under the terms of this Agreement and any pending matters relative thereto, including final payment for a period of five (5) years after the termination of this Agreement.

**9. Indemnification.** INSPECTOR shall indemnify, save and hold harmless IHCD, its directors, officers, employees, agents and assigns of each of and from any and all claims, losses, damages or expenses (including reasonable attorneys' fees) arising out of or in any way related to any failure or alleged failure of INSPECTOR to strictly and timely perform its services, duties and obligations under the Agreement.

**10. Notice.** Whenever notice is permitted or required under this Agreement, it shall be sent to the following address and deemed received three (3) business days after deposited in the U.S. Mail addressed to:

INSPECTOR ATTN:

\_\_\_\_\_  
\_\_\_\_\_

IHCD ATTN:

Karen Gatewood  
30 S Meridian St, Suite 1000  
Indianapolis, IN 46204

**11. Successors.** This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns; provided, however, INSPECTOR shall not be entitled to assign this Agreement or any of its rights or obligations hereunder and shall not be entitled to subcontract any of the work to be performed by INSPECTOR under this Agreement without the prior written consent of IHCD which consent shall be its sole discretion.

**12. Severability.** This Agreement contains the entire understanding between the parties regarding the subject matter hereof and no representations, inducements, promises or oral agreements not embodied herein shall be of any force or effect.

**13. Enforceability.** The terms and provisions of this Agreement shall be deemed severable, and if any term or provision of this Agreement or the application thereto to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall nevertheless be valid and enforced to the fullest extent by law in a manner so as to effectuate the intent of the parties hereto.

**14. Attorneys' Fees.** If, as a result of any breach or default of this Agreement, either party uses the services of an attorney in order to secure compliance with such provision or to recover damages therefore, the prevailing party shall be entitled to recover from the other any and all reasonable attorneys' fees and costs actually incurred in connection therewith.

**15. Governing Law.** The terms and provisions of this Agreement shall be governed by and interpreted under the laws of the State of Indiana and any and all disputes hereunder shall be litigated in courts located in Marion County in the State of Indiana.

**16. Complete Agreement.** This Agreement sets forth the entire and final agreement and understanding of the undersigned parties. Any and all prior agreements, understandings or undertakings, whether written or oral with respect to this Agreement, are hereby superseded and replaced by this Agreement. This Agreement may not be modified or amended except by a written instrument executed by all parties.

**17. Authority.** The parties represent and warranty, each to the other, that each has all necessary authority to enter into this Agreement, and to engage in all acts necessary to the consummation of this Agreement. The parties further represent and warranty, each to the other, that the signatories hereto have been duly authorized by their respective party and that this Agreement, when executed, shall be the valid and binding act of the party for whom he signed enforceable according to its terms.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

**INDIANA HOUSING AND COMMUNITY  
DEVELOPMENT AUTHORITY** a public corporate and  
politic of the State of Indiana, as administrator of HOME  
Program By:

\_\_\_\_\_  
Kim Harris, Single Family Manager

**INSPECTOR**

\_\_\_\_\_, organized and  
existing under the laws of the State of Indiana

By: \_\_\_\_\_

Name:

Title:

Phone:

Email:

Counties You Will Service

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